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19 *Counsel for Defendants/Counter-plaintiffs*
20 *Google LLC et al.*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

EPIC GAMES, INC.,

Plaintiff/Counter-
Defendant,

V.

GOOGLE LLC; GOOGLE IRELAND
LIMITED; GOOGLE COMMERCE
LIMITED; and GOOGLE ASIA PACIFIC
PTE. LTD.;

Defendants/
Counterclaimants.

GOOGLE PAYMENT CORP.,

Defendant.

Case No. 3:20-cv-05671-JD

STIPULATION REGARDING GOOGLE'S PRAYER FOR PUNITIVE DAMAGES

Judge: Hon. James Donato

Plaintiff/Counter-defendant Epic Games, Inc. (“Epic”) and Defendants/Counterclaimants
e LLC; Google Ireland Limited; Google Commerce Limited; and Google Asia Pacific Pte.
collectively, “Google Counterclaimants” (together with Epic, the “Stipulating Parties”),
h their respective attorneys of record and without waiving any rights, claims, or defenses
as expressly provided below, hereby stipulate to the following:

WHEREAS, the Google Counterclaimants filed their Answers, Defenses, and Counterclaims on December 1, 2022 (ECF No. 345) (the “Counterclaims”);

WHEREAS, the Google Counterclaimants assert that California substantive law governs the Counterclaims:

WHEREAS, Epic does not contest that California substantive law, rather than the law of any other jurisdiction, governs the Counterclaims;

WHEREAS, Epic's agreement not to contest the applicability of California substantive law is made solely for the purposes of this action, and without waiver in this action or in any other

1 action of any claim, defense, or argument based on federal law or the law of another nation (such
2 other claims, defenses, or arguments being expressly preserved);

3 WHEREAS, based on Epic's agreement not to contest the applicability of California
4 substantive law, the Google Counterclaimants have agreed to withdraw their prayer for punitive
5 damages from the Counterclaims;

6 WHEREAS, the Google Counterclaimants' agreement to withdraw their prayer for
7 punitive damages is made without prejudice and without waiver of any right to amend or seek to
8 amend their Counterclaims; and

9 WHEREAS, except as expressly provided in this Stipulation, the Stipulating Parties
10 expressly reserve and do not waive any other right, claim, defense, or prayer for relief;

11 NOW, THEREFORE, the Stipulating Parties, through their counsel, stipulate as follows:
12 The Google Counterclaimants' prayer for punitive damages is stricken from the Counterclaims.

13
14 IT IS SO STIPULATED.

15 Dated: April 13, 2023

16 By Glenn D. Pomerantz
17 Glenn D. Pomerantz
18 MUNGER, TOLLES & OLSON LLP

19
20 *Attorneys for Defendants/Counter-
plaintiffs Google LLC et al.*

21 Dated: April 6, 2023

22 By Gary A. Bornstein
23 Gary A. Bornstein
24 CRAVATH, SWAINE & MOORE LLP

25
26 *Attorneys for Plaintiff/Counter-
defendant Epic Games, Inc.*

E-FILING ATTESTATION

I, Gary A. Bornstein, am the ECF User whose ID and password are being used to file this document. In compliance with Civil Local Rule 5-1(h)(3), I hereby attest that each of the signatories identified above has concurred in this filing.

/s/ Gary A. Bornstein
Gary A. Bornstein